of the forms set out below. He could do no act which would deprive his descendants of their rights to enjoy the land. 425 427

29. This transaction is described above. It would appear to give the borrower of a field a somewhat better status in a dispute than mere loan (paragraph 31 below). Loan with pledge. 426

30. Exchange is a simple transaction arranged for the convenience of two parties. A will exchange a field with B in order to be nearer to his house. Exchange also takes place when A, having borrowed a farm from B, builds a house on it. In such cases B can claim from A a similar field from the latter's farm. The transaction involves no permanent change in the ownership of the rights of user, there is no payment of money or in kind and it is simply arranged as a matter of convenience. Exchange 425 437

31. In the case of a loan of a field A will give to B, the owner, a chicken or the value of a chicken in money. He is then entitled to farm that field until the owner asks for it back. Whatever the size of the field or farm never more than one chicken is handed over. No time limit is put on the loan, the arrangement being terminable by either party at any time with the following exceptions:— Loan 426

(*a*) If the borrower builds a house on the land then he cannot be turned off until he chooses to leave. If he stays on, however, he must give to the lender, should the latter demand it, a field of similar size in in exchange (paragraph 30);

(*b*) once the farming season has started then the lender must permit the borrower to continue to farm the land for that season;

(*c*) if a man has built a house on a loaned farm he is entitled to continue farming for one season after he has removed his house. This is in exchange for the manuring the land will have received.

The distinction from the form of pledge referred to above, in paragraph 30, is that the chicken is not returnable whereas the goat is.

32. The proviso (*a*) in paragraph 31 above is of some interest in that it will be seen to recur, in varying forms, in all the tribal areas discussed in this report and even in the Hausa enclaves. The building of a house on a loaned or exchanged farm creates, in favour of the borrower, a special lien in that he cannot be turned off until he chooses to go. The theory behind the practice—which is recognised in a Kagoro proverb—is that a man will not loan a farm to another unless the latter is a friend and he wants to have him on [572]

426 the land. This being so the fact that the borrower is prepared to
592 build a house on the land and be somewhat more than a bird of passage is proof positive of the extent of the friendship and therefore something to be encouraged—a relic of the days when farmlands were plentiful and abundant and every addition to the male strength of the community was much sought after and welcomed.

425 33. Apart from the three transactions described above no other transactions affecting land appear to take place and if they do take place they would not be recognised by customary law. Individual tenure may have become firmly established; but this tenure is not absolute and is subject to definite customary restrictions and limitations.

The Authority in land matters.

622 621 34. When living in their strongholds in the Kagoro hills, the Kagoro had no single tribal chief. It would be extremely difficult, at this stage, to establish what, if any, the highest single socially cohesive unit might have been—clan, sept, kindred or family group. As pointed out in paragraph 21 above, however, this is of academic interest. Whatever may have been the unit in the past there
648 remains no discernible trace of it now. The district boundaries have
423 been established by the British Administration and so have
177 the village unit boundaries; a District Head and Village Unit Heads have been acknowledged and appointed and the unit is run as a tribal whole. There is evidence that parallel with the breakdown to individual tenure of the land there has been a definite development, by consent, in the new Tribal Authority's powers as regards land matters—the Tribal Authority in this case being the District Head acting with the advice and consent of his Elders. Whether or not this development is from within or a mere copying of neighbouring Emirate custom is hard to say. It exists and it is of equal interest to the development reported in paragraph 49 of Mr Rowling's Plateau Province Report, *i.e.*, " the recoil on to intensified control ". The following examples are pointers.

423 311 35. All farmable lands in the Kagoro district are allocated, *i.e.*, are claimed by some person or persons as being lands originally cultivated by their own immediate ancestors and therefore inherited by them. This applies to ' bush ' as well as fallow. In the past, however, swamps and kurumis were considered as being of no use for farming purposes however useful they were as hiding places in
[197] the event of a raid. They remained communal. The introduction of rice and sugar cane cultivation has now altered matters. Swamp land can now be used. It is held that any member of the village unit within which the swamp lies has the right, without seeking permission from anyone, to take up such portions of the swamp as are sufficient for his needs. Any person from outside the village